

9.6 Independent Contractors. Customer and Rave acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

9.7 Amendment/Waiver. No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of both Parties, provided that Rave may modify it, upon written notice to Customer, in order to comply with legal, regulatory or telecommunications carriers' requirements. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

9.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

9.9 Export Controls. Customer will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

9.10 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.11 U.S. Government Licensees. Each of the components that constitute each Product is a "commercial item" as that term is defined at 48CFR 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 CFR 12.212. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4, all U.S. Government licensees acquire the Product with only those rights set forth herein.

9.12 Immunity. If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

9.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

9.14 Signatures. This Agreement will be deemed to be executed upon the execution by the Parties of any Customer Acceptance Form incorporating this Agreement by reference therein.

9.15 Entire Agreement. This Agreement, together with the SLP and all Customer Acceptance Forms entered into by the Parties, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any terms other than as expressly provided for in this Agreement. In the event a conflict arises between this Agreement and the provisions of any other document comprising part of this Agreement, this Agreement will govern unless the other document expressly provides otherwise.

10. DEFINITIONS

10.1 "Administrators" mean personnel of Customer and Designated Institutions authorized by Customer to access the Products on behalf and for the benefit of Customer and such Designated Institutions, respectively.

10.2 "Affiliate" means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

10.3 "Customer" means the customer specifically identified on the Customer Acceptance Form(s).

10.4 "Confidential Information" means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding End Users and all other information that either Party treats as proprietary or confidential.

10.5 "Control" and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

10.6 "Designated Institution" means any Affiliate and/or any other institution, organization, entity and person for whose benefit Customer is licensing one or more Products hereunder as specified in the relevant Customer Acceptance Form.

10.7 "Documentation" means Rave's then-current standard product and user guides and/or related documentation generally made available to licensees of Products, as such Documentation may be modified by Rave, in its sole discretion, from time to time.

10.8 "End Users" means individuals associated with Customer and/or any Designated Institution who register with Rave or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with Rave to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. During the Term, Customer shall be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).

10.9 "Privacy Policy" means Rave's Privacy Policy located at www.ravemobilesafety.com/privacy-policy, as such Privacy Policy may be amended by Rave, in its sole discretion, from time to time.

10.10 "Professional Services" means the separate support offerings for Customer that are not included as part of the Support, but are provided by Rave at an additional cost as specified in the applicable Customer Acceptance Form(s), including, but not limited to, those related to the set-up, integration and training for each Product.

10.11 "Rave Representatives" means Rave and its Affiliates and each of their respective directors, officers, employees, contractors and other representatives.

10.12 "Support and Service Level Policy" or "SLP" means the Support and Service Level Policy for the Products set forth in Appendix 1 hereto.

10.13 "Terms of Use" means Rave's separate Terms of Use for Designated Institutions and for End Users, as such Terms of Use may be amended by Rave, in its sole discretion, from time to time.

10.14 "Third Party Service Provider" means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom Rave has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

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